

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

STARBOARD COMMERCIAL BROKERAGE  
INC.,

No. C 16-06421 WHA

Plaintiff,

v.

**NOTICE RE  
ORAL ARGUMENT**

COLLIER'S INTERNATIONAL GROUP, INC.,  
individually and as successor in interest to Case  
Commercial Partners LLC, and DOES 1 through  
10, inclusive,

Defendants.

In Collier's International's memorandum at page 5 it states:


In reality, Collier's International has no direct connection to the contract, referral arrangement, or any of the California work for which commissions may or may not be owed. Collier's International is not a party to the contract; it did not enter into a referral arrangement with Plaintiff; and it did not perform any of the work at issue in this case. Furthermore, it did not acquire Case or assume any of Case's responsibilities or liabilities.

It seems impossible to reconcile what counsel have represented against Collier's International's own press release, a most disturbing circumstance to the Court. At least two calendar days before the oral argument, counsel (both law firms) shall provide a sworn declaration, explaining the extent to which they know of the discrepancy, and shall be prepared to discuss at oral argument.

1 For plaintiff's part, plaintiff shall advise the Court whether or not it will categorically  
2 limit itself to a total recovery of \$75,000 or less and if so both sides shall provide points and  
3 authorities on whether hold such a categorical limitation would defeat removal jurisdiction.

4  
5 **IT IS SO ORDERED.**

6  
7 Dated: January 23, 2017.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE